

AG Contract No.: KR02-1559TRN
ADOT ECS File: JPA 02-64
Project No. HRF-HOL-0-770
TRACS No. HF070 01C
Section: West Buffalo Street
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF HOLBROOK

THIS AGREEMENT is entered into 23 October, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF HOLBROOK acting through its City Council and Mayor (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State has approved the exchange of \$473,331.00 Highway User Revenue Funds (HURF) in Fiscal Year 2002 to the City for the construction of improvements to West Buffalo Street., and such funds will be repaid to the State by withholding from the Northern Arizona Council of Government's (NACOG) federal funds and the obligation authority for federal funds in the amount of \$577,723.00 in Fiscal Year 2002, herein referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25573
Filed with the Secretary of State
Date Filed: 10/23/02

Betsy Bayless
Secretary of State

By: Timothy J. Kraenewald

II. SCOPE OF WORK

1. The City will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the Project. Administer same, and make all payments to the contractor(s). Be responsible for any additional funds required to complete the Project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State for thirty percent of the Project construction cost, at the start of construction.

d. Invoice the State for thirty percent of the Project cost, at the thirty percent and sixty percent Project completion stages.

e. Upon completion, approve and accept the Project as complete and provide maintenance. Provide the State with a letter documenting the notice of the approval and acceptance of the Project.

f. Invoice the State for the remaining ten percent of the Project cost at the one hundred percent Project completion stage after the City, NACOG, and the State's Department of Transportation (ADOT) representatives have completed final Project review.

2. The State will:

a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in accordance with paragraph II, 1c., d., and f. above.

b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$577,723.00 in Fiscal Year 2002, for construction of the Project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424

City of Holbrook
City Manager
Box 970
Holbrook, AZ 86025

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

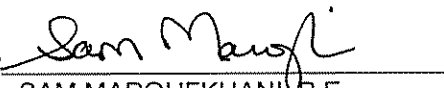
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF HOLBROOK

STATE OF ARIZONA

Department of Transportation

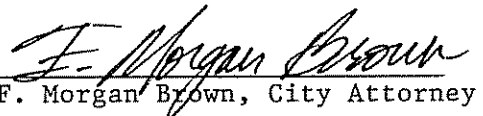
By 
Fern Larson
City Manager

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer

ATTEST

Approved as to Form:

By 
CHER MILLAGE
City Clerk


BY 
F. Morgan Brown, City Attorney

JPA 02-64

RESOLUTION

BE IT RESOLVED on this 12th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ,, Director of the Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with City of Holbrook, for the purpose of the exchange of \$473,331.00 in Highway User Revenue Funds (HURF) to the City for the construction of improvements to West Buffalo Street.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.



MARY LYNN TISCHER, Division Director
Transportation Planning Division
For VICTOR M. MENDEZ, Director

RESOLUTION 02-08

A RESOLUTION OF THE CITY OF HOLBROOK, NAVAJO COUNTY, ARIZONA,
AUTHORIZING ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF ARIZONA FOR THE PURPOSE OF CONSTRUCTION
IMPROVEMENTS TO WEST BUFFALO STREET.

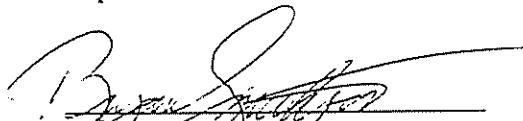
WHEREAS, Now therefore be it resolved by the Mayor and Council of the City of
Holbrook to enter into an Intergovernmental agreement with the State of Arizona
Department of Transportation for the purpose of the exchange of funds in the amount of
\$473,331.00

-SECTION 1: That the City of Holbrook West Buffalo Street construction
improvements are in the best interest of the residents of the City of Holbrook.

-SECTION 2: That the State of Arizona has approved the exchange of
\$473,331.00 Highway User Revenue Funds to the City of Holbrook for the purpose of the
West Buffalo Street construction improvements.

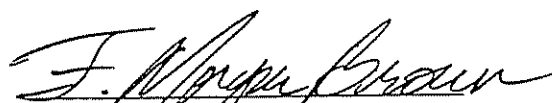
-SECTION 3: That the City Manager is authorized to sign any necessary
documents to accomplish improvements to West Buffalo Street including the above
mentioned Intergovernmental agreement with the State of Arizona Department of
Transportation.

Passed and adopted by the City of Holbrook, Navajo County, Arizona this the 24th day of
September 2002.


Bryan Smithson, Mayor

Attest: 
Cher Millage, CMC, City Clerk

Approved as to form:


F. Morgan Brown, Attorney

APPROVAL OF THE CITY OF HOLBROOK ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF HOLBROOK and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of September, 2002.


Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX. AZ 85007-2926

TRN Main: (602) 542-1680
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MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646


INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR02-1559TRN (JPA 02-64), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 11, 2002.

JANET NAPOLITANO
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.